



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 10, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 September 10, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AWARD OF CONTRACT FOR EMERGENCY WATER DISTRIBUTION SYSTEM REPAIR PROGRAM (SUPERVISORIAL DISTRICTS 3, 4, AND 5) (3 VOTES)

SUBJECT

This action is to award five contracts for the Emergency Water Distribution System Repair Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award contracts for the Emergency Water Distribution System Repair Program in an annual aggregate contract sum of \$1 million to the following contractors: Doty Bros. Equipment Company, d.b.a. Doty Bros. Construction Company; Steve Bubalo Construction Company; Valverde Construction, Inc.; W.A. Rasic Construction Company, Inc.; and Williams Pipeline Contractors, Inc. These contracts will be for a term of one year commencing on September 30, 2013, with four 1-year renewal options for a maximum potential contract term of five years.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual aggregate program sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual aggregate contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
4. Authorize the Director of Public Works or her designee to execute these contracts; to renew the

contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide emergency response repair crew(s) and appropriate equipment in response to emergencies arising from water system failures in the Los Angeles County Waterworks Districts and Marina del Rey Water System. The work to be performed will consist of as-needed emergency repair of water mains, water service connections and meters, fire hydrants, valves, couplings, flanges, and other components. In addition, repairs may include repaving; resurfacing work; rebuilding slopes, retaining walls, fencing; and welding. The Department of Public Works has contracted for these services since 1995.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an aggregate annual amount of \$1 million plus 10 percent for additional work within the scope of the contract. This amount is based on the hourly rates quoted by the contractors and Public Works' estimated annual demand for these services.

Funding for these services is included in the Fiscal Year 2013-14 Internal Service Fund Budget, which will be reimbursed by Waterworks Districts Fund Budget. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are as follows: Doty Bros. Equipment Company, d.b.a. Doty Bros. Construction Company, located in Norwalk, California; Steve Bubalo Construction Company, located in Monrovia, California; Valverde Construction, Inc., located in Santa Fe Springs, California; W.A. Rasic Construction Company, Inc., located in Bell Gardens, California; and Williams Pipeline Contractors, Inc., located in Ventura, California. These contracts will commence on September 30, 2013, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew these contracts for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of five years.

The contracts will be substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). The recommended contracts were solicited on an open-competitive basis

and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the requirements of the Chief Executive Officer and the Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on March 18, 2013, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

These contracts include a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15302 of CEQA.

CONTRACTING PROCESS

On March 19, 2013, Public Works solicited proposals from 355 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure A), and an advertisement was placed in

the Los Angeles Times.

On April 15, 2013, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that the contracts be awarded to the five highest-rated, apparent responsive, and responsible proposers.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosure

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR
EMERGENCY WATER DISTRIBUTION REPAIR PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICTS, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and [NAME OF CONTRACTOR]., a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said DISTRICT of the CONTRACTOR'S Proposal filed with the DISTRICT on April 15, 2013, hereby agrees to provide services as described in this Contract for Emergency Water Distribution Repair Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirement Summary; Exhibit G, Los Angeles County Waterworks Districts; Exhibit H, Emergency Contract Invoice Checklist; Exhibit I, Daily Work Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the DISTRICT and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the DISTRICT pay any and all contractors providing service under this Program an aggregate annual amount of \$1 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: As part of the evaluation process relative to this Contract solicitation, the County determined that work shall be offered to the highest-rated CONTRACTOR. If the highest-rated Contractor declines the work, cannot be contacted by telephone, fails to respond within one hour after being contacted, or is not available to do the work when notified, the DISTRICT may choose to offer that work to the next highest-rated Contractor and so forth until a Contractor is found to be available and capable to perform the work. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the DISTRICT may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on September 30, 2013. The DISTRICT shall have the sole option to extend this Contract term for up to four additional one-year periods for a maximum total Contract term of

five years. Each such option and extension shall be exercised at the sole discretion of the DISTRICT. The DISTRICT, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the DISTRICT, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

SIXTH: The CONTRACTOR shall bill upon completion, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the County as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the

IN WITNESS WHEREOF, the DISTRICT has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
WATERWORKS DISTRICTS
A body corporate and politic

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]


By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

This bid was last updated by Samantha Tsui on 3/19/2013 9:22:55 AM
Update your bid information here ...

* Indicates a required field. 

Bid Number * PW-ASD 884 Bid Type * Service

Dept * Public Works

Open Date * March 18 2013

Close Date * April 1 2013 Closing Time - Hour: 9 Min: 00 AM

☐ Open Continuous - No close date

Amount 1,000,000 Enter like 00,000

Bid Title *

EMERGENCY WATER DISTRIBUTION REPAIR PROGRAM (2013-AN003)

Bid Description - Details *

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Emergency Water Distribution Repair Program (2013-AN003). The total annual aggregate amount of this Program is estimated to be \$1 million. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Samantha Tsui at (626) 458-4050, stsui@dpw.lacounty.gov, Monday through Thursday, 7

Commodity/Service Code * 93691 Search Commodities/Services 



Commodity Description:
MAINT & REPAIR - PUMPS, VERTICAL

Contact Information

Name * Samantha Tsui

Phone * 626 - 458 - 4050 - Ext

Email * stsui@dpw.lacounty.gov

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